

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as the prior collateral agent under the Trademark Security Agreement, dated as of August 16, 2016		05/15/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as the successor collateral agent		
Street Address:	Rodney Square North, 1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3530976	GEOKINETICS	
Registration Number:	3569707	G GEOKINETICS	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-836-7319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	c/o Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	05/17/2018		
Total Attachments: 6			

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**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 15th day of May, 2018, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells"), as the prior collateral agent under the TSA (as defined below) and prior collateral agent under the Loan Agreement (as defined below) (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Term Loan and Security Agreement, dated as of June 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Geokinetics Holdings USA, Inc. (the "Borrower"), Geokinetics Inc. ("Geokinetics"), each of the other Guarantors party thereto, the lenders from time to time party thereto (the "Lenders"), Wilmington Trust, National Association, as administrative agent, and Assignor;

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of August 16, 2016 (the "TSA"), made by Geokinetics in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on August 23, 2016 on Reel 005862 / Frame 0738 and (ii) the Loan Agreement, Geokinetics has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof that are recorded with the United States Patent and Trademark Office;

WHEREAS, effective as of May 15, 2018, Assignor resigned as collateral agent under the Loan Agreement and the other Term Loan Financing Agreements (as defined in the Loan Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of May 15, 2018 (the "Term Loan Successor Agent Agreement"), among Assignor, Assignee, the Borrower, the Loan Parties and the Lenders party thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Wells as collateral agent under the Loan Agreement and the other Term Loan Financing Agreements (including, without limitation, under the TSA); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Loan Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Loan Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee without any representation warranty or recourse of any kind or nature, except as specifically set forth in the Term Loan Successor Agent Agreement, all of its right, title and interest with respect to the Trademark Collateral under the Loan Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Geokinetics. Geokinetics hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Loan Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.


AGREEMENT ASSIGNOR:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as the prior collateral agent**

By: 
Name: January S. DeWANAN
Title: VP


AGREEMENT ASSIGNEE:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the successor collateral agent**

By: 
Name: Joseph B. Feil
Title: Vice President

ACKNOWLEDGED AND AGREED:

GEOKINETICS INC.

By: 
Name: Jessica Palomino
Title: Vice President, General Counsel &
Corporate Secretary

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

U.S. Trademarks and Trademark Applications

Name of Grantor	Trademark	Registration Date	Registration Number
Geokinetics Inc.	“Geokinetics” for Geophysical Services for the Oil and gas Industries, Namely, Seismic Data Acquisition and Processing, in Class 42	11/11/2008	US: 3,530,976
Geokinetics Inc.	[TM] for Geophysical Services for the Oil and gas Industries, Namely, Seismic Data Acquisition and Processing, in Class 42	02/03/2009	US: 3,569,707